#### RECORDING REQUESTED BY

#### AND WHEN RECORDED RETURN TO:

Alan B. Guttenberg, Esq. Guttenberg, Rapson & Colvin LLP 101 Lucas Valley Road, Ste. 216 San Rafael, California 94903

SPACE ABOVE FOR RECORDER'S USE

## DECLARATION AND GRANT OF EASEMENTS AND RECIPROCAL EASEMENT AGREEMENT

#### 1. RECITALS

This agreement is made with reference to the following facts and objectives:

- 1.1 Declarant owns three certain parcels of real property located in the City of Los Angeles, County of Los Angeles, State of California, legally described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter "Parcel A"), Exhibit "B" attached hereto and incorporated herein by this reference (hereinafter "Parcel B"), and Exhibit "C" attached hereto and incorporated herein by this reference (hereinafter "Parcel C"). Parcel A, Parcel B and Parcel C may be hereinafter individually referred to as "Parcel" or collectively as "Parcels". Each present and/or future owner of any Parcel(s) is hereinafter individually referred to as "Owner" or collectively as "Owners".
- 1.2 Declarant desires to develop and maintain the Parcels as a coordinated distribution development with certain shared rights of access, ingress, egress, storm drainage, fire hydrants, irrigation, site lighting, underground utilities, and use of common areas, all as more particularly described hereinafter.
- 1.3 Each of the Parcels abuts Francisco Street ("Francisco Street"), and, in addition, Parcel "C" abuts Western Avenue ("Western Avenue").
- 1.4 As part of its coordinated development plan for the Parcels, Declarant desires to provide for an easement over (a) those portions of the Parcels designated as "Common Use Areas" on Exhibit "D-1" and/or Exhibit "D-2" (collectively herein, "Exhibit "D") attached hereto and incorporated herein by this reference ("Common Use Areas"), for purposes of vehicular, truck, bicycle and pedestrian ingress and egress, (b) drainage easements in and over the areas designated as "Drainage Easements" on Exhibit "D" attached hereto and incorporated

herein by this reference ("Drainage Easements") (c) fire hydrant easements in and over the areas designated as "Fire Hydrant Check Easements" on Exhibit "D" attached hereto and incorporated herein by this reference ("Fire Hydrant Easements"); (d) certain Underground Utilities easements as described in Section 7 hereof; each for the benefit of each of the Parcels and for the purposes and subject to the terms and conditions hereafter set forth; and (e) refuse enclosure easements for the exclusive use and benefit of the Owner(s) of Parcel C in and over those areas of Parcel B designated as "Trash Enclosure Easements" on Exhibit "D" attached hereto and incorporated herein by this reference ("Trash Enclosure Easements"), and (f) an emergency ingress and egress easement for occupants of Building B from the exits located on the west side of Building B over that portion of Parcel C designated as "Emergency Access Easement" as shown on Exhibit "D" attached hereto and incorporated herein by this reference ("Emergency Access Easement").

1.5 Immediately upon recordation of this Agreement, Declarant hereby grants and imposes for the benefit of each and all of the Parcels the easements and rights hereinafter set forth (and Declarant hereby imposes equitable servitudes upon each and all of the Parcels).

#### 2. EASEMENTS FOR COMMON USE AREA INGRESS AND EGRESS

Declarant hereby grants an easement (and imposes an equitable servitude) for the benefit of and appurtenant to each of the Parcels, the following perpetual non-exclusive easements over the Common Use Areas for the maintenance, repair, replacement, restoration, use and enjoyment of the Owners of each and all of the Parcels in common with the Owners of each and all of the other Parcels, and their respective successors, assigns, heirs, representatives, agents, employees, licensees, invitees, tenants and customers: (a) an easement for ingress and egress to and from Francisco Street and Western Avenue over, along, across and through each and all driveways now or hereafter providing access for any Parcel(s) to or from said public streets for vehicular, truck, bicycle and pedestrian traffic to and from each and all Parcels; and (b) an easement for vehicular, truck, bicycle and pedestrian ingress and egress over, along, across and through the exits, entrances, drive aisles, roads, sidewalks and landscaping incident thereto on those portions of the Common Use Areas where the same are located as of the date of recordation hereof.

#### 3. EASEMENTS FOR STORM DRAINAGE

Declarant hereby grants an easement (and imposes an equitable servitude) for the benefit of and appurtenant to each of the Parcels, the following perpetual non-exclusive easements over the Drainage Easements (in the approximate locations as depicted on **Exhibit "D"** attached hereto and incorporate herein by this reference) for the maintenance, repair, replacement, restoration, use and enjoyment of the Owners of each and all of the Parcels in common with the Owners of each and all of the other Parcels, and their respective successors, assigns, heirs, representatives, agents, employees, licensees, invitees, tenants and customers: an easement for storm drainage and related facilities and for excess storm water and flooding accumulation and storage, at all times in accordance with the requirements of the City of Los Angeles, all applicable laws and regulations, and any environmental impact report(s) now or hereafter affecting the Parcel(s). No Owner may conduct any grading or other activities or construct any improvements or landscaping on its Parcel(s) which would impede, hinder or interfere with the accumulation, storage and/or free flow and drainage of storm water over, across, on and under

the Parcel(s), through the storm drainage facilities thereon and thereunder as the same exist as of the date of recordation hereof.

#### 4. FIRE DETECTION EASEMENTS

Declarant hereby grants an easement (and imposes an equitable servitude) for the benefit of and appurtenant to each of the Parcels, the following perpetual non-exclusive easements over the Fire Hydrant Easements (as depicted on **Exhibit "D"** attached hereto and incorporate herein by this reference) for the maintenance, repair, replacement, restoration, use and enjoyment of the Owners of each and all of the Parcels in common with the Owners of each and all of the other Parcels, and their respective successors, assigns, heirs, representatives, agents, employees, licensees, invitees, tenants and customers: an easement for fire detection and related equipment and facilities, at all times in accordance with the requirements of the City of Los Angeles, all applicable laws and regulations, and any environmental impact report(s) now or hereafter affecting the Parcel(s). No Owner may conduct any grading or other activities or construct any improvements or landscaping on its Parcel(s) which would impede, hinder or interfere with the use of and access to the Fire Hydrant Easements and/or the related equipment and facilities thereon as the same exist as of the date of recordation hereof.

# 5. TRASH ENCLOSURE EASEMENTS, EMERGENCY ACCESS EASEMENT FOR BUILDING B ONLY

Declarant hereby grants an easement (and imposes an equitable servitude) for the use and exclusive benefit of and appurtenant to Parcel C, the following perpetual exclusive easements over the Trash Enclosure Easements (as depicted on Exhibit "D" attached hereto and incorporate herein by this reference) for the maintenance, repair, replacement, restoration, and exclusive use and enjoyment of the Owner(s) of Parcel C, and their respective successors, assigns, heirs, representatives, agents, employees, licensees, invitees, tenants and customers: an easement for enclosure and maintenance of refuse collection, compaction and storage facilities, at all times in accordance with the requirements of the City of Los Angeles, all applicable laws and regulations, and any environmental impact report(s) now or hereafter affecting the Parcel(s). No Owner may conduct any grading or other activities or construct any improvements or landscaping on its Parcel(s) which would impede, hinder or interfere with the use of and access to the Trash Enclosure Easements and/or the related equipment and facilities thereon as the same exist as of the date of recordation hereof (or as the same may be hereafter constructed with the consent of the Owner of Parcel C) Furthermore, Declarant hereby grants an easement (and imposes an equitable servitude) over that portion of Parcel C designated as "Emergency Access Easement" on Exhibit "D" attached hereto and incorporated herein by this reference, for the exclusive use and benefit of all present and future occupants of the building on Parcel B ("Building B"), for purposes of emergency ingress and egress for occupants of Building B from the exits located on the west side of Building B. Notwithstanding the foregoing, the Owner(s) of Parcel C and its tenants, successors and assigns may use such Emergency Access Easement area for purposes which do not interfere with the aforesaid grant of Emergency Access Easement.

# 6. MAINTENANCE, REPAIR AND REPLACEMENT OF EASEMENT AREAS, FACILITIES AND IMPROVEMENTS

Each Owner shall be obligated, at such Owner's sole cost and expense, at all times during its period of ownership of any Parcel(s) to maintain, repair, restore and make any necessary replacements to the improvements over its respective Parcel(s) (including without limitation over any easements described herein its respective Parcel(s) for ingress, egress, storm drainage and/or fire detection), including without limitation all planting, replanting, resurfacing, restriping, lighting, curb(s), gutter(s), sidewalk(s), landscaping and pedestrian, bicycle, vehicular and truck access, ingress and egress, storm drains, pipelines and storage areas, all fire hydrant improvements and areas, and/or improvements and facilities related to any of the foregoing) currently or hereafter constructed on the Common Use Areas to the extent located on such Owner's Parcel(s).

Each Owner agrees (a) that it shall consult and coordinate with the other Owner(s) prior to performing (or contracting with third parties to perform) any such maintenance, repair, restoration and/or replacement and prior to incurring any expenses or liabilities concerning same, (b) that it shall enter into, maintain and cause to be performed, reasonable maintenance, repair, restoration and/or replacement agreements concerning its respective Parcel, in order to further the Owners' common goal and obligation to maintain uniformity in maintenance, repairs and restorations over all of the Parcels in a first-class condition and in compliance with recorded Covenants, Conditions and Restrictions affecting the Parcels. Should any Owner not comply with the provisions of this Section, the other Owner(s) may, but shall not be required to, perform (or contract with third parties to perform) such maintenance, repairs, restoration and/or replacements after 10-days' written notice to the defaulting Owner(s), and the defaulting Owner(s) shall immediately reimburse the nondefaulting Owner(s) for all costs and expenses incurred, plus interest on such amounts advanced at the lesser of two (2.0) percentage points per annum higher than the "Prime Rate" published from time to time in the Wall Street Journal (or if such rate is not then published in the Wall Street Journal, then such other replacement rate selected by the nondefaulting Owner(s)) or the maximum interest rate permitted by law until paid. Each Owner agrees that each and all parking, landscaping, ingress, egress and other improvements on its Parcel(s) shall be maintained at all times in a condition comparable to other "first class" similar commercial properties in the Los Angeles County, California area. Notwithstanding the foregoing, to the extent that any Owner(s) or occupant(s) or invitees of any Parcel(s) cause extraordinary damage or wear and tear to the Common Use Areas (including without limitation by misuse, excessive use, intentional acts, or negligence), such Owner(s) of such Parcel(s) shall be obligated pay 100% of the costs to repair such excessive damage or wear and tear so caused.

Each Owner shall be obligated at all times during its period of ownership of any Parcel(s) to pay as and when due its equitable share (based on usage on its respective Parcel(s)) of any water, electricity, fire detection or other utility charges or expenses which are not separately metered to the individual Parcel(s) but provide service to all of the Parcel(s) (including, by way of example, water to irrigate landscape areas of the Parcel(s) and electricity to operate lighting in the parking, ingress, egress and landscaping areas of the Parcel(s)) (herein collectively, "Common Utilities" and each a "Common Utility"); provided, however, that to the extent that the usage of any Common Utility is hereafter separately metered to any Parcel(s), the respective Owner(s) whose usage is so separately metered shall pay the charges for same as and when due and shall no longer be obligated to pay any portion of the charges for such separately metered Common Utility supplied to the Parcel(s) not owned by such respective Owner(s).

#### 7. EASEMENT AND MAINTENANCE FOR UNDERGROUND UTILITIES

Certain underground utilities (including without limitation electric, gas, water, telephone, sewer(s) and storm drain(s) and other utility easements) are or shall be installed by Declarant under portions of the Common Use Areas ("Underground Utilities"). Declarant hereby grants and imposes, for the benefit of and appurtenant to each and all of the Parcels, a perpetual, nonexclusive easement over and under those portions of the Common Use Areas ("Underground Utilities Parcel(s)"), reasonably necessary or appropriate for the maintenance, repair, replacement, restoration, and use and enjoyment of the Underground Utilities by each of the Owners, and their respective successors, assigns, heirs, representatives, agents, employees, licensees, invitees, tenants and customers (to the extent said Underground Utilities service such Owner's respective Parcel(s)). Each Owner of a Parcel shall be responsible at its sole cost and expense to maintain, repair, restore and make any necessary replacements to the Underground Utilities to the extent the same are located on or under such Owner's Parcel(s) and service in whole or in part such Owner's Parcel(s). Should any Owner not comply with the provisions of this Section, then any other Owner(s) may, but shall not be required to, perform such maintenance, repairs, restoration and/or replacements after 10-days' written notice to the defaulting Owner(s), and the defaulting Owner(s) shall immediately reimburse such performing Owner(s) for all costs and expenses incurred, plus interest on such amounts advanced at the lesser of two (2.0) percentage points per annum higher than the "Prime Rate" published from time to time in the Wall Street Journal (or if such rate is not then published in the Wall Street Journal, then such other replacement rate selected by the nondefaulting Owner(s)) or the maximum interest rate permitted by law until paid. Notwithstanding the foregoing, in the event that the City or any governmental subdivision(s) or utility providers require that a maintenance agreement be executed concerning any Underground Utilities, then the affected Owners shall execute such agreement and shall be responsible (at their respective sole cost and expense) for full and timely compliance with such maintenance agreement(s) to the extent applicable to the Underground Utilities located under such respective Owner(s)' Parcel(s).

#### 8. FUTURE IMPROVEMENTS

No Owner(s) shall construct any new improvements or structures in or on any portion(s) of the Common Use Areas without the express written consent of all other Owners, except that the following shall be permitted without consent of any other Owner(s), which consent shall not be unreasonably delayed or withheld: (1) repairs and replacements to (a) existing or future building improvements, and to (b) utilities and/or structures (so long as the same remain located in the same easement areas described or referenced herein), and (2) future installation(s), maintenance, repair and replacement of additional or upgraded underground utilities or connections by any Owner under any Common Use Areas located on such Owner's respective Parcel(s), including without limitation outside of the Underground Utilities Parcels (so long as such Owner installing such additional underground utilities uses diligent and reasonable efforts to minimize interference with the other Owners' rights and use of their Parcel(s) and so long as such installing Owner repairs, at its sole cost and expense, any damages caused to the Common Use Areas by such installations and restores any affected Common Use Areas to a physical condition at least as good as that which existed prior to such installation(s). The easements created, granted and imposed herein shall not prohibit or prevent any Owner(s) from making any

additions or alterations to any improvements now or hereafter constructed on areas of their respective Parcels other than the Common Use Areas; provided that the same shall not unreasonably hinder the easement rights herein granted. No modification or alteration in driveways, drive aisles, exits or entrances located on the Parcels shall be contrary to the City of Los Angeles' requirements from time to time nor violate any Covenants, Conditions or Restrictions of record affecting any Parcel(s).

#### 9. NO INTERFERENCE WITH ACCESS

No Owner(s) shall erect or construct any fences, curbs or other impediments to free access on or over the Common Use Areas, or any future configurations thereof, so as to preclude, impede or interfere with the free flow of pedestrian, vehicular, truck and/or bicycle traffic to, from and/or over any Parcel(s) to the extent burdened by the easements granted herein; provided, however that prior to the date of recordation hereof, Declarant may erect fencing in, around and about the Common Use Areas to facilitate truck and vehicular ingress, egress and parking in such areas, as Developer may determine in its sole and absolute discretion, and any such fencing may only be modified in accordance with Section 16 hereof.

#### 10. NATURE OF EASEMENTS

Declarant declares that each and all of the foregoing shall be covenants running with the land, binding upon and inuring to the benefit of each of the Owners and their respective heirs, representatives, tenants, successors and assigns, and shall be enforceable as equitable servitudes by each of such persons and/or entities.

#### 11. NO PUBLIC DEDICATION

Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the servient tenements to or for the general public or for any public purpose whatsoever. To the contrary, the easements and rights herein reserved, granted and/or to be granted are intended solely for the private use and benefit of the Owners, their respective heirs, representatives, tenants, successors and assigns, and their respective Parcels.

#### 12. INDEMNIFICATION

Each of the Owners (other than Declarant) by accepting title to its Parcel(s) agrees to indemnify, defend and hold harmless each of the other Owners from and against any and all claims, losses, liabilities, damages, obligations and expenses (including attorneys' fees), to the extent caused by the acts or omissions of the indemnifying Owner (or its respective successors, assigns, heirs, representatives, agents, employees, licenses, invitees, tenants and/or customers) on or about the Common Use Areas or the other easement areas herein created.

#### 13. ATTORNEYS' FEES

If any party hereto commences an action against any other party hereto to enforce any of the terms of this Agreement or because of the breach by a party hereto of any of the terms hereof, the prevailing party shall be entitled to collect from the other party reasonable attorneys' fees,

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costs and expenses incurred in connection with the prosecution or defense of such action.

#### 14. COUNTERPARTS

This Agreement may be executed in any number of counterparts, but all of which, taken together, shall constitute one and the same instrument. For recording purposes, any signature page of this Agreement may be detached from and added to any counterpart of this Agreement identical in form hereto.

#### 15. EXHIBITS

All exhibits attached hereto are incorporated herein and made a part hereof.

#### 16. MODIFICATION

This Agreement, and the easements, rights and burdens created hereby can only be modified by a recorded writing duly executed (a) by Declarant acting alone so long as Declarant owns any of the Parcels, or (b) by all of the Owner(s) of the Parcel(s) at the time of recordation of such modification.

#### 17. COVENANTS RUNNING WITH THE LAND, EQUITABLE SERVITUDES

The covenants and agreements reflected herein shall run with the respective Parcel(s) benefitted and/or burdened thereby, and each and all such covenants and agreements shall also be enforceable by each present and future Owner(s) (and its respective successor(s) and assign(s)) as equitable servitudes.

### 18. TRAFFIC AND USE RULES, RESTRICTIONS REGARDING TRUCKS.

Declarant reserves the right (which it shall assign to the Owners upon disposition of all of the Parcels by Declarant) to adopt reasonable traffic and use rules and restrictions regarding truck ingress and egress on or over the Common Use Areas. Such restrictions (as the same exist or are amended from time to time) are incorporated into this Agreement by reference, shall be binding upon all of the Owners (and their respective successors, assigns, heirs, representatives, agents, employees, licenses, invitees, tenants and/or customers), and may only be modified by a writing in accordance with Section 16 above.

"Declarant"

BOEING REALTY CORPORATION,

a California corporation

STEPHEN J. BARKER

DIRECTOR-BUSINESS OPERATIONS

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#### **EXHIBIT A**

## PARCEL A LEGAL DESCRIPTION

All that certain real property in the City of Los Angeles, County of Los Angeles, State of California, being portions of Lots 15 and 16 of Tract No. 52172-02 as per map recorded June 2, 1998 as Instrument No. 99-1001478 in Book 1238, pages 17 to 22 Official Records of said county, said portion being described as follows:

BEGINNING at the Southeast corner of said Lot 15; thence, along the Southerly line of said Lots 15 and 16, South 89° 59'31" West 500.57 feet; thence, leaving said Southerly line of Lot 16, "North" 798.71 feet to the Northerly line of said Lot 16; thence, along said Northerly line, North 89° 58' 30" East 205.81 feet to the beginning of a curve concave Southerly, having a radius of 368.00 feet; thence, Southeasterly along said curve through a central angle of 08° 53' 06", an arc length of 57.07 feet to a point of reverse curvature, said curve being concave Northerly, having a radius of 882.00 feet, a radial line to said point bears North 08° 51'36" East; thence, Southeasterly along said curve through a central angle of 15° 27' 05", an arc length of 237:86 feet to the Northeast corner of said Lot 15; thence, leaving said Northerly line of said Lot 15, along the Easterly line of said Lot 15, South 00° 03' 37" East 789.64 feet to the Southeast corner of said Lot 15 and the POINT OF BEGINNING.

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## **EXHIBIT B**

## PARCEL B LEGAL DESCRIPTION

All that certain real property in the City of Los Angeles, County of Los Angeles, State of California, being portions of Lots 16, 17, 18, 19 and 20 of Tract No. 52172-02 as per map recorded June 2, 1998 as Instrument No. 98-1001478 in Book 1238, pages 17 to 22 Official Records of said county, said portion being described as follows:

COMMENCING at the Southeast corner of said Lot 15; thence, along the Southerly line of said Lots 15 and 16, South 89° 59' 31" West 500.57 feet to the TRUE POINT OF BEGINNING; thence, leaving said Southerly line, "North" 798.71 feet to the Northerly line of said Lot 16; thence, along said Northerly line, South 89° 58' 30" West 440.33 feet to the Northeast corner of thence, along the Northerly line of Lot 18, South 86° 30' 05" West 0.67 feet; thence, said Lot 17; thence, along the Northerly line of Lot 18, "South" 798.54 feet to the Southerly line of said Lot 20; leaving said Northerly line of Lot 18, "South" 798.54 feet to the Southerly line of said Lot 20; thence, along the Southerly line of said Lots 20, 17 and 16 North 89° 59' 31" East 441.00 feet to the TRUE POINT OF BEGINNING.

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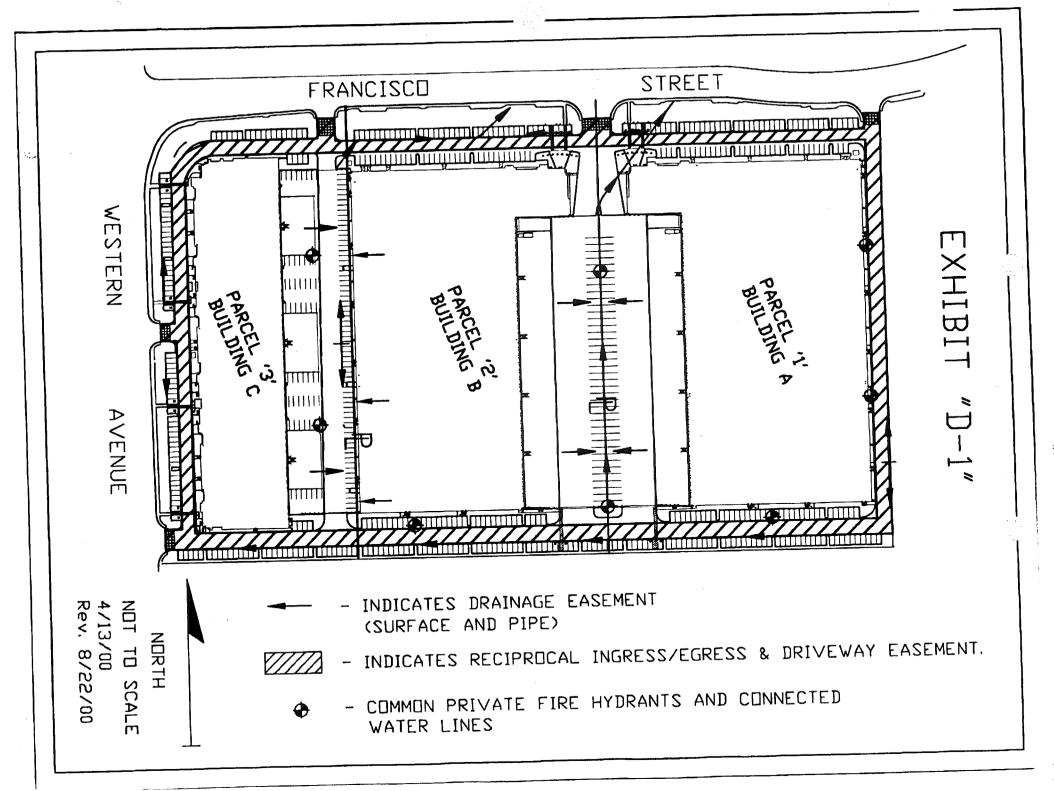
### EXHIBIT C

## PARCEL C LEGAL DESCRIPTION

All that certain real property in the City of Los Angeles, County of Los Angeles, State of California, being portions of Lots 17, 18, 19 and 20 of Tract No. 52172-02 as per map recorded June 2, 1998 as Instrument No. 98-1001478 in Book 1238, pages 17 to 22 Official Records of said county, said portion being described as follows:

COMMENCING at the Northeast corner of said Lot 18; thence, along the Northerly line of said Lot 18, South 86° 30' 05" West 0.67 feet to the TRUE POINT OF BEGINNING; thence, leaving said Northerly line of Lot 18, "South" 798.54 feet to the Southerly line of said Lot 20; thence, along the Southerly line of said Lot 20, South 89° 59' 31" West 346.30 feet to the Southwest corner of said Lot 20; thence, along the Westerly line of said Lots 20, 19 and 18, North 00° 23' L5" West 690.86 feet; thence, North 89° 36' 45" East 1.89 feet to a point on a non tangent curve, concave Southeasterly, having a radius of 90.00 feet, a radial line to said point bears South 88° 54' 26" West; thence, Northeasterly along said curve, through a central angle of 87° 35' 39", an arc length of 137.59 feet; thence, along the Northerly line of said Lot 18, North 86° 30' 05" East 265.09 feet to the TRUE POINT OF BEGINNING.

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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County of LOS Angeles	SS.
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On <u>CG-CC</u> , before me, <u>C</u>	Dairy E. Shaver, Notary Public Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Stephen J	Backer
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	to be the person(s) whose name(s) is/à
	subscribed to the within instrument ar
	acknowledged to me that he/she/they execute
DAWN E. SHAVER	the same in his/hær/their authorize
COMM. # 1158725	capacity(ias), and that by his/her/th
Notary Public - California ORANGE COUNTY	signature(s) on the instrument the person(s),
My Comm. Expires Oct. 14, 2001	the entity upon behalf of which the person( acted, executed the instrument.
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<b>**</b>	OPTIONAL
Though the information below is not required by and could prevent fraudulent removal	law, it may prove valuable to persons relying on the document I and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
	Number of Pages:
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer	
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